

LIDDELL, SAPP, ZIVLEY, BROWN & LaBOON

ATTORNEYS

TEXAS COMMERCE TOWER

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1001 CITY NATIONAL BANK BUILDING
AUSTIN, TEXAS 78701
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DALLAS OFFICE
2300 DIAMOND SHAMROCK TOWER
DALLAS, TEXAS 75201-6592
(214) 742-3232

May 18, 1982

INTERSTATE COMMERCE COMMISSION

MAY 21 1982

Date.....

Fee \$.....

Interstate Commerce Commission
12th and Constitution Avenue Northwest
Washington, D.C. 20243

Washington, D. C.

Attention: Mildred Lee

Dear Sir:

Enclosed are two executed originals of the Amendment, Renewal and Extension Agreement between Texas Commerce Bank National Association and Ben Taub covering and affecting that certain Security Agreement duly filed for record with the Interstate Commerce Commission on March 24, 1977 under ICC recordation number 8766.

Also enclosed is this firm's check in the amount of \$10.00 to cover the recording fees.

Please deliver the recorded Amendment, Renewal and Extension Agreement to our client at the address specified below.

Please do not hesitate to call me if you have any questions.

Very truly yours,

Andrea L. Ferguson
Andrea L. Ferguson
For the Firm

ALF:ce
Enclosures

cc: Texas Commerce Bank
National Association
712 Main Street
Houston, Texas 77002
Attention: Mr. David Thomas

RECEIVED
MAY 21 10 32 AM '82
FEE OPERATION BR.

AMENDMENT, RENEWAL AND EXTENSION AGREEMENT

RECORDATION NO. 8766-A
MAY 21 1982-10 40 AM
INTERSTATE COMMERCE COMMISSION
Filed 1425

THIS AMENDMENT, RENEWAL AND EXTENSION AGREEMENT is dated effective as of March 30, 1982. The parties hereto are HENRY J. N. TAUB ("Borrower") and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:

RECITALS:

The Borrower executed and delivered to the Lender a promissory note ("Note") dated March 21, 1977, in the principal sum of Seven Hundred Seventy-five Thousand Seven Hundred Twenty Dollars (\$775,720.00) bearing interest at the rate therein stated, with the final stated maturity thereof being March 30, 1982.

The Note is secured, among other security, by a Security Agreement of even date therewith from the Borrower to the Lender, recorded with the Interstate Commerce Commission on March 24, 1977 under Recordation Number 8765, and covering certain collateral and equipment more particularly described in said Security Agreement, to which reference is here made for all purposes.

The Borrower and the Lender now desire to extend (or further extend) the stated final maturity date of the Note, to make certain other changes to the Note and to ratify and confirm that the said Security Agreement continues to secure the Note, as modified hereby.

AGREEMENTS:

In consideration of the premises and the mutual agreements herein set forth, the Borrower and the Lender hereby agree as follows:

1. The unpaid principal balance of the Note is FOUR HUNDRED SEVEN THOUSAND TWO HUNDRED FIFTY-THREE DOLLARS (\$407,253.00).

2. The Note shall bear interest on its unpaid principal balance from the effective date hereof (as above set forth) until the maturity of the Note at the Stated Rate.

3. "Stated Rate" means a rate per annum equal to the Prime Rate from time to time in effect, provided, however, that if the Stated Rate ever exceeds the Highest Lawful Rate, the Stated Rate shall then and thereafter be fixed at a rate per annum equal to the Highest Lawful Rate then and from time to time thereafter in effect until the total amount of interest accrued at the Stated Rate on the unpaid balance of the Note equals the total amount of interest which would have accrued had the Highest Lawful Rate at all times been equal to the Prime Rate from time to time in effect.

4. "Prime Rate" shall mean the prime rate as announced from time to time by the Lender and thereafter entered in the minutes of the Lender's Loan and Discount Committee.

5. "Highest Lawful Rate" shall mean the maximum nonusurious rate of interest permitted by whichever of applicable federal or Texas law from time to time permits the higher maximum nonusurious interest rate. At all such times, if any, as Chapter One of the Texas Credit Code, as now in effect, shall establish the Highest Lawful Rate, the Highest Lawful Rate shall be the "indicated rate ceiling" (as defined in Chapter One of the Texas Credit Code) from time to time in effect. Lender may from time to time, as to current and future balances, implement any other ceiling permitted by applicable law and/or revise any index, formula or provision of law used to compute the rate on the Note by notice to the Borrower, if and to the extent permitted by, and in the manner provided in, such law.

6. Without notice to the Borrower or any other person or entity, the Prime Rate and the Highest Lawful Rate shall

each automatically fluctuate upward and downward as and in the amount by which said Lender's Prime Rate and the said maximum nonusurious rate of interest, respectively, fluctuate.

7. The unpaid principal balance of the Note, together with all accrued and unpaid interest thereon then unpaid, shall be due and payable on March 30, 1987.

8. The principal of the Note shall be due and payable in equal quarterannual principal installments of \$19,393.00 each, the first of such principal installments being due and payable on June 30, 1982, and a like principal installment being due and payable on the 30th day of each succeeding September, December, March and June thereafter prior to maturity and at the maturity of the Note, as extended hereby (when all principal and accrued interest thereon then unpaid shall be finally due and payable).

9. Accrued interest on the unpaid principal balance of the Note shall be due and payable in addition to and contemporaneously with the quarterannual principal installments provided for herein.

10. All past due principal and interest on the Note shall bear interest at the Highest Lawful Rate, or only if applicable law shall not provide a maximum nonusurious rate of interest, then at the Stated Rate plus five percent (5%) per annum.

11. The Security Agreement is hereby ratified and confirmed as continuing to secure the payment of the Note as modified and extended hereby.

12. Nothing herein shall in any manner affect, impair or extinguish the Note or the liens and security interests securing payment of the Note, and said liens and security interests are not waived.

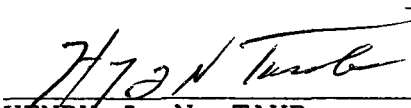
13. If any provision of the Note conflicts with the provisions hereof, the provisions of this Agreement shall

control. Except as herein expressly modified, all terms of the Note are and shall remain in full force and effect.

14. This Agreement shall bind and benefit the parties hereto, including guarantors, and their respective successors and assigns, heirs and legal representatives.

15. The Borrower warrants and represents to the Lender, and to all other owners and/or holders of any indebtedness evidenced hereby, that (i) all loans evidenced by the Note are and shall be "business loans" as such term is used in the Depository Institutions Deregulation and Monetary Control Act of 1980, as amended, and (ii) such loans are for business, commercial, investment or other similar purpose and not primarily for personal, family, household or agricultural use, as such terms are used in Chapter One of the Texas Credit Code.

IN TESTIMONY WHEREOF, this instrument is executed effective as of the date first hereinabove set forth.



HENRY J. N. TAUB

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By 
Name J. DAVID THOMAS
Title VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on MAY 4TH, 1982 by Henry J. N. Taub.


Notary Public in and for the
State of T E X A S

My Commission Expires:

9/2/84


Duplicate

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on
5-7-82, 1982 by G. David Thomas as
Vice President of Texas Commerce Bank National Association,
a national banking association, on behalf of said
association.

Donna Albanese
Notary Public in and for the
State of T E X A S

My Commission Expires:

2-10-86

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. *8766-A* Filed 1425

TO: ~~MAY 21 1982 10 40 AM~~

DATE: INTERSTATE COMMERCE COMMISSION

FEE RECEIPT

RECEIVED

MAY 21 10 32 AM '82

I.C.C.
FEE OPERATION BR.

No.

2-141A054
MAY 21 1982

Date.....

10.00

Washington, D. C.

The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgement that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one stamped on this receipt. In event of error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

(SIGNATURE)

M. H. [Signature]

AMENDMENT, RENEWAL AND EXTENSION AGREEMENT

RECORDATION NO. 8765 A
Filed 1423

MAY 21 1982-10 40 AM
INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT, RENEWAL AND EXTENSION AGREEMENT is dated effective as of March 30, 1982. The parties hereto are HENRY J. N. TAUB ("Borrower") and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

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